



PRINCE EDWARD ISLAND

Regulatory & Appeals Commission

Commission de réglementation et d'appels

ÎLE-DU-PRINCE-ÉDOUARD

Date Issued: September 16, 2026

Dockets: LR26037 and
LR26038

Type: Rental Appeal

INDEXED AS: Stephanie White and Lisa Paquet v. Vida Living (PEI)

dba Vida Communities Inc.

2026 PEIRAC 58 (CanLII)

Order No: LR26-46

BETWEEN:

Stephanie White and Lisa Paquet (the “Tenants”)

Appellant

AND:

Vida Living (PEI) dba Vida Communities Inc. (the “Landlord”)

Respondent

ORDER

Panel Members:

Pamela J. Williams, K.C., Chair
Kerri Carpenter, Vice Chair

Compared and Certified a True Copy

(Sgd.) Michelle Walsh-Doucette

Commission Clerk

Island Regulatory and Appeals Commission

A. INTRODUCTION

1. This appeal was heard by the Commission on July 7, 2026, and asks the Commission to determine whether the Residential Tenancy Office (the “Rental Office”) erred in denying the Tenants’ claims for compensation for loss of quiet enjoyment.

B. BACKGROUND

2. This appeal concerns two rental units, Unit 1 and Unit 12, located at 20 Spring Lane, Charlottetown, Prince Edward Island (collectively, the “Rental Units”).
3. The Rental Units are two separate rental units located in a 12-unit apartment building (the “Residential Property”) owned by the Landlord since 2024.
4. On November 1, 2019, Stephanie White signed a written, one-year fixed-term tenancy agreement, which continued on a monthly basis at the end of the fixed-term. Rent in the amount of \$1,277.19 is payable on the first day of the month. A \$1,150.00 security deposit was paid at the beginning of the tenancy.
5. On December 17, 2024, Lisa Paquet signed a written, one-year fixed-term tenancy agreement, which continued on a monthly basis at the end of the fixed-term. Rent in the amount of \$1,021.03 is payable on the first day of the month. A \$950.00 security deposit was paid at the beginning of the tenancy.
6. On December 29, 2025, Lisa Paquet e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking repairs and compensation equal to one months’ rent plus an additional \$25.00 requested by Lisa Paquet.
7. On January 11, 2026, Stephanie White e-mailed the Landlord and the Rental Office a *Form 2(A) Tenant Application to Determine Dispute* seeking repairs and compensation equal to one months’ rent. Collectively, Lisa Paquet’s application and Stephanie White’s application are referred to as the “Applications.”
8. On April 10, 2026, the Rental Office mailed and e-mailed the parties notice of a tele-hearing scheduled for May 7, 2026. The Applications were scheduled to be heard together under section 82 of the *Act* because the Tenants have the same landlord and related complaints.
9. On May 7, 2026, the Tenants and the Landlord’s representatives (the “Representatives”) participated in the tele-hearing before the Rental Office. The parties confirmed that they received the evidence package, missing evidence and additional evidence and also confirmed that all evidence submitted to the Rental Office was included.
10. On June 10, 2026, The Rental Office issued Order LD26-190, which denied the compensation claim and ordered that the Landlord must complete the labeling and identification of the utility rooms and building systems throughout the Residential Property by July 10, 2026.

11. The Tenant, Stephanie White appealed Order LD26-190 on June 10, 2026. The Tenant, Lisa Paquet, appealed Order LD26-190 on June 15, 2026. Given that the appeals involved similar facts and evidence, the Commission determined that the appeals would be heard together in accordance with Rule 36 of the Commission's Rules of Practice and Procedure.
12. The Commission heard both appeals on July 7, 2026, by way of telephone conference. The Tenants, Stephanie White and Lisa Paquet attended the telephone hearing. The Landlord, Vida Living (PEI) dba Vida Communities Inc. was represented at the telephone hearing by Jacqueline Todd and Adarsh Kannan.
13. The applicable legislation is the *Residential Tenancy Act*, cap. R-13.11 (the "Act").

C. DISPOSITION

14. The appeals are allowed in part. The Commission finds that the Tenants experienced a material interference with their quiet enjoyment and awards each Tenant compensation of \$100.00 per month from December 25, 2025, to July 7, 2026, for a total of \$700.00, each, inclusive of any out of pocket expenses.
15. The Landlord is also required to complete any outstanding requirements of Order LD26-190.

D. ISSUES

16. The issue before the Commission is whether the Tenants are entitled to compensation for loss of quiet enjoyment arising from the safety, security, maintenance, and communication issues at the Residential Property.

E. SUMMARY OF EVIDENCE

Tenants' Evidence & Submissions

17. The Tenants identified several repairs and deficiencies affecting the Residential Property. They acknowledged that many of the items identified at the Rental Office hearing have since been addressed, pursuant to Order LD26-190. However, they maintained that concerns remained regarding the overall security of the Residential Property, the timeliness of repairs, and the Landlord's communication and response when issues arose.
18. The Tenants submitted that the cumulative effect of these issues materially interfered with their quiet enjoyment of the Rental Units and caused them significant concerns about their safety and security.
19. The Tenants described incidents in which unknown and unauthorized individuals gained access to the Residential Property or were found loitering in the entrance. They also testified that drug paraphernalia was found in the janitorial room. According to the Tenants, that room contained keys providing access to the Rental Units and was therefore not adequately or properly secured.

20. The Tenants submitted that there were delays in contacting police following security incidents and that they had to repeatedly contact the Landlord seeking assistance and information, sometimes receiving no response or a delayed response.
21. The Tenants testified that the ongoing issues caused them undue stress, disrupted their sleep, and required them to spend significant time communicating with the Landlord, police, fire services, and the Island Regulatory and Appeals Commission.
22. The Tenants submitted that they were required to assume responsibilities beyond those normally expected of tenants, including monitoring security concerns and following up on repairs and building deficiencies.
23. The Tenants further testified that the Fire Inspector attended the Residential Property in February 2026 and identified deficiencies, including an outdated fire safety plan, an outdated tenant list, inadequate access to fire panel keys, and missing labels on doors throughout the Residential Property.
24. The Tenants also raised concerns regarding the buzzer-to-phone entry system, exterior door locks, keys and lockbox controls, and the security monitoring system.
25. The Tenants submitted that delays and gaps in the Landlord's responses required them to take an active role in identifying, reporting, and following up on safety, security, and maintenance issues.
26. The Tenants maintained that some repairs and installations remained incomplete and that deficiencies continued after the Rental Office issued its Order.
27. The Tenants are seeking compensation for the period beginning with the security incident around Christmas 2025 and continuing thereafter.

Landlord's Evidence & Submissions

28. The Representatives advised that the Residential Property is managed from outside Prince Edward Island and that the Landlord relies on building ambassadors to assist with day-to-day operations. The Representatives acknowledged that staffing changes may have affected the timeliness of responses to the Tenants' concerns.
29. The Representatives acknowledged that an incident occurred involving non-Tenants entering the Residential Property. They submitted that the issue was addressed through replacement of locks, resetting passwords, rekeying locks, and installing anti-pry plates.
30. The Representatives also testified that a new intercom system had been installed and that reasonable efforts had been made to address the repairs identified by the Tenants.
31. The Representatives submitted that the Landlord had completed the work required by Order LD26-190.

F. ANALYSIS

32. The Tenants seek compensation for loss of quiet enjoyment arising from a combination of safety, security, maintenance, and communication issues affecting the Residential Property.

33. Sections 27 and 28(1) of the *Act* impose obligations on a landlord concerning the security, repair, and maintenance of a residential property as follows:

27. Security devices

A landlord shall ensure that devices necessary to make the residential property reasonably secure from unauthorized entry are installed in the rental unit, including any door giving access to the exterior of the residential property.

28. Obligation to repair and maintain

(1) A landlord shall provide and maintain the residential property in a state of repair that

- (a) Complies with the health, safety and housing standards required by law; and
- (b) Having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

34. These obligations must be considered together with the Tenants' right to quiet enjoyment.

35. Section 22 of the *Act* states the following:

22. Tenant's right to quiet enjoyment

A tenant is entitled to quiet enjoyment of the rental unit including, but not limited to, the right to

- (a) reasonable privacy;
- (b) freedom from unreasonable disturbance;
- (c) exclusive possession of the rental unit, subject only to the landlord's right to enter the rental unit in accordance with section 23; and
- (d) use of common areas for reasonable and lawful purposes, free from significant interference.

36. Quiet enjoyment does not require that a tenancy be entirely free from inconvenience or isolated incidents. The question however, is whether, considering the circumstances as a whole, the Landlord's acts or omissions breached section 22 of the *Act* and interfered with the ordinary use and enjoyment of their Rental Units.

37. In this case, the evidence establishes more than an isolated security incident or a minor repair or maintenance delay. The evidence demonstrates a series of related concerns extending over approximately seven months, including unauthorized access to the Residential Property, deficiencies involving locks and other access controls, concerns regarding keys and lockbox security, deficiencies identified by the Fire Inspector, and delays in addressing or communicating about these issues.

38. The Commission also accepts the Representatives' evidence that the Residential Property was managed from outside the province and that staffing changes affected the Landlord's ability to respond promptly. While this may explain some of the delays, it does not relieve the Landlord of its statutory obligations to maintain a reasonably secure and habitable residential property or to respond appropriately when safety and security concerns are brought to its attention.
39. The Commission is particularly concerned about the evidence concerning emergency access to the Residential Property. The Landlord had not contacted fire services to determine their requirements concerning emergency access. Given the nature of the concerns raised, the Commission finds that this was an issue requiring proactive attention.
40. The Commission is also not satisfied that the Landlord responded to all of the safety and security concerns in a timely or effective manner. Although corrective measures were eventually undertaken, the evidence establishes a period during which the Tenants experienced uncertainty regarding the security of the Residential Property and were required to devote significant time to pursuing resolution of these issues.
41. The evidence supports a finding that the Tenants repeatedly raised legitimate concerns and, on a number of occasions, were required to follow up with the Landlord and other authorities. The Tenants' photographs, videos, timelines, correspondence, and testimony corroborate their evidence concerning the duration and persistence of the issues.
42. The Commission finds that there were unresolved issues and ongoing delays even after the Rental Office's Order and that this resulted in further loss of enjoyment by the Tenants and placed a further burden on them.
43. The Commission emphasizes that orders issued by the Rental Office must be taken seriously and complied with promptly and fully. Once a landlord has been directed by the Rental Office to complete specified repairs, maintenance, or other corrective measures, the landlord is expected to take reasonable steps to ensure that the order is implemented within the required timeframe and to maintain adequate records demonstrating compliance.
44. A landlord should also be prepared to provide a clear account of the steps taken to comply with an order, including what work has been completed and what, if anything, remains. The Commission considers this particularly important in circumstances where an order addresses matters affecting the safety and security of tenants.
45. The Commission therefore finds that the cumulative effect of the unresolved deficiencies, delays, and inadequate communication materially interfered with the Tenants' quiet enjoyment. The interference was not merely an inconvenience associated with ordinary maintenance; it involved recurring concerns about unauthorized access, building security, safety, and the Landlord's ability to respond effectively to those concerns.
46. The Commission accepts that many of the identified deficiencies were ultimately addressed. The fact that repairs were eventually completed, however, does not resolve whether the Tenants experienced a compensable interference with quiet enjoyment during the period in which the deficiencies remained outstanding.

47. The Commission recognizes that compensation for loss of quiet enjoyment is not intended to provide a windfall or to compensate for every inconvenience experienced during a tenancy. Having regard to the cumulative nature of the security and maintenance concerns, the duration of the issues, the Landlord's eventual corrective measures, and the evidence concerning the impact on the Tenants, and the time the Tenants put into this matter, the Commission finds that \$100.00 per month per Tenant is an appropriate and proportionate award.
48. The Commission therefore awards each Tenant \$100.00 per month from December 25, 2025, to July 7, 2026 for a total of \$700.00 per Tenant.
49. The Commission also confirms that any outstanding requirements of Order LD26-190 must be completed by the timeline below. The Landlord should ensure that these matters are documented and that the Residential Property remains compliant with its statutory obligations. The Commission also encourages the Landlord to review their position of having a master key available for emergency services purposes.

G. CONCLUSION

50. The appeals are allowed in part.
51. The Landlord shall pay the Tenants each \$700.00 in compensation for loss of quiet enjoyment.
52. The Landlord shall comply fully with all outstanding requirements of Order LD26-190.

IT IS ORDERED THAT

1. **The Landlord shall pay Stephanie White \$700.00 by September 30, 2026.**
2. **The Landlord shall pay Lisa Paquet \$700.00 by September 30, 2026.**
3. **The Landlord shall comply fully with all outstanding requirements of Order LD26-190, including the labeling and identification of the utility rooms and building systems throughout the Residential Property, by September 30, 2026.**

DATED at Charlottetown, Prince Edward Island, 16th day of September, 2026.

BY THE COMMISSION:

[sgd. Pamela J. Williams, K.C.]
Pamela J. Williams, K.C.

[sgd. Kerri Carpenter]
Kerri Carpenter

NOTICE

Subsections 89 (9), (10) and (11) of the *Residential Tenancy Act* provides as follows:

89. (9) A landlord or tenant may, within 15 days of the decision of the Commission, appeal to the Court of Appeal in accordance with the *Island Regulatory and Appeals Commission Act* R.S.P.E.I. 1988, Cap. I-11, on a question of law only.

(10) Where the Commission has confirmed, reversed or varied an order of the Director, the landlord or tenant may file the order with the Supreme Court.

(11) Where an order is filed under subsection (10), it may be enforced as if it were an order of the Supreme Court.